

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

5725 JOHNSTON STREET HOLDINGS, LLC, * CIVIL ACTION
PLAINTIFF, *
VERSUS * NO. 6:17-CV-01695
ACADIANA MALL CMBS, LLC, *
DEFENDANT. * JUDGE UNASSIGNED
* MAGISTRATE CAROL B.
* WHITEHURST

WRIT OF SEQUESTRATION

TO: THE UNITED STATES MARSHAL, WESTERN DISTRICT OF LOUISIANA

Greetings:

YOU ARE HEREBY COMMANDED, in the name of the United States District Court for the Western District of Louisiana, to seize, sequester, and take into your possession, the following property:

(a) Land. The plot(s), piece(s) or parcel(s) of real property, easements appurtenant and beneficial thereto, and air rights, if any, located above the real property described below (the "Land"):

Commence at a point on the old Southeasterly right of way line of U.S. Highway 167 (Johnston St. – old 100' R/W) said point being located South 41°26'06" West a distance of 463.00 feet from the centerline of Ambassador Caffery Parkway which is Louisiana Highway 3073 (Old New Flanders Rd. 80' R/W) and located in Section 68, Township 10 South, Region 4 East, Southwestern Land District, Ward 5, Parish of Lafayette, Louisiana; thence go South 41 degrees 15 minutes 45 seconds West along the aforesaid Southeasterly right of way line of U.S. Highway 167 a distance of 561.21 feet; thence go South 41 degrees 26 minutes 31 seconds

West along the aforesaid right of way line a distance of 933.50 feet; Thence go South 46°47'39" East a distance of 94.05 feet to the Point of Beginning. Thence South 46°47'39" East a distance of 420.60 feet; Thence proceed along a curve to the left having a radius of 22.00 feet an arc distance of 34.55 feet and chord bearing of North 88°12'21" East a chord distance of 31.11 feet to a point; Thence North 43°12'21" East a distance of 46.06 feet; Thence proceed along a curve to the left having a radius of 353.24 feet an arc distance of 55.23 feet and a chord bearing of North 38°43'38" East a chord distance of 55.17 feet to a point; Thence South 46°47'39" East a distance of 443.30 feet; Thence North 88°12'21" East a distance of 969.74 feet; Thence proceed along a curve to the left having a radius of 350.00 feet an arc distance 154.62 feet and a chord bearing of North 24°26'59" West a chord distance of 153.37 feet to a point; Thence North 43°12'21" East a distance of 698.54 feet to a point; Thence North 40°54'55" East a distance of 150.12 feet to a point; Thence North 43°12'21' East a distance of 199.59 feet to a point; Thence South 46°46'55" East a distance of 94.00 feet to a point; Thence South 43°12'21" West a distance of 59.62 feet to a point; Thence North 46°45'10" West a distance of 40.00 feet to a point; Thence South 43°12'21" West a distance of 139.98 feet to a point; Thence South 45°29'47" West a distance of 150.12 feet to a point; Thence South 43°12'21" West a distance of 631.49 feet to a point; Thence proceed along a curve to the left having a radius of 22.00 feet an arc distance of 28.18 feet and a chord bearing of South 06°30'36" West a chord distance of 26.29 feet to a point; Thence proceed along a curve to the right having a radius of 408.00 feet an arc distance of 202.18 feet and a chord bearing of South 15°59'25" East a chord distance of 200.12 feet to a point; Thence South 06°18'35" West a distance of 152.52 feet to a point; Thence South 01°47'58" East a distance of 30.88 feet to a point; Thence proceed along a curve to the left having a radius of 22.00 feet an arc distance of 34.55 feet and a chord bearing of South 46°47'39" East a chord distance of 31.11 feet to a point; Thence South 88°12'21" West a distance of 58.49 feet to a point; Thence South 01°47'39" East a distance of 355.53 feet to a point; Thence South 88°12'21" West a distance of 294.76 feet to a point; Thence South 43°12'21" West a distance of 40.00 feet to a point; Thence North 46°47'39" West a distance of 247.00 feet to a point; Thence South 43°12'21" West a distance of 373.50 feet to a point; Thence South 46°47'39" East a distance of 111.50 feet to a point; Thence South 43°12'21" West a distance of 175.48 feet to a point; Thence South 88°12'21" West a distance of 47.96 feet to a point; Thence North 01°47'39" West a distance of 124.50 feet to a point; Thence South 88°12'21" West a distance of 30.50 feet to a point; Thence North 01°47'39" West a distance of 80.00 feet to a point; Thence South 88°12'21" West a distance of 221.00 feet to a point; Thence South 01°47'39" East a distance of 201.50 feet to a point; Thence South 88°12'21" West a distance of 69.67 feet to a point; Thence North 01°47'39" West a distance of 188.67 feet to a point; Thence South 88°12'21" West a distance of 110.00 feet to a point;

Thence North 01°47'39" West a distance of 418.33 feet to a point; Thence South 88°12'21" West a distance of 448.00 feet to a point; Thence proceed along a curve to the right having a radius of 305.00 feet an arc distance of 237.88 feet and a chord bearing of North 20°51'48" East a chord distance of 231.89 feet to a point; Thence North 43°12'21" East a distance of 38.18 feet to a point; Thence North 46°47'39" West a distance of 70.00 feet to a point; Thence proceed along a curve to the left having a radius of 22.00 feet an arc distance of 34.55 feet and a chord bearing North 88°12'21" East a chord distance of 31.11 feet to a point; Thence North 43°12'21" East a distance of 309.00 feet to a point; Thence proceed along a curve to the left having a radius of 22.00 feet an arc distance of 34.55 feet and a chord bearing of North 01°47'39" East a chord distance of 31.11 feet to a point; Thence North 46°47'39" West a distance of 359.31 feet to a point; Thence South 41°26'31" West a distance of 40.00 feet to a point; Thence North 46°47'39" West a distance of 60.00 feet to a point; Thence North 41°26'31" East a distance of 82.02 feet to the Point of Beginning.

And the Drainage Parcel:

Commence at a point on the old Southeasterly right-of-way line of U.S. Highway 167 (Johnston St. – Old 100' R/W) said point being located South 41°26'06" West a distance of 463.00 feet from the centerline of Ambassador Caffery Parkway which is Louisiana Highway 3073 (Old New Flanders Rd. 80' R/W) and located in Section 68, Township 10 South, Range 4 East, Southwestern Land District, Ward 5, Parish of Lafayette, Louisiana; thence South 41°15'45" West along the aforesaid Southeasterly right-of-way line of U.S. Highway 167 a distance of 561.21 feet; thence South 41°26'31" West along the aforesaid right-of-way line a distance of 1510.15 feet; thence South 38°24'57" West a distance of 227.99 feet; thence South 46°31'50" East a distance of 521.20 feet; thence South 41°32'06" West a distance of 123.87 feet; thence South 01°47'39" East a distance of 425.64 feet; thence South 46°24'13" East a distance of 584.24 feet; thence North 88°12'21" East a distance of 191.41 feet; thence South 46°24'13" East a distance of 105.06 feet to the Point of Beginning (P.O.B. #3).

Thence North 88°12'21 East a distance of 98.32 feet; Thence South 46°33'57" East a distance of 477.09 feet; Thence South 46°34'00" East a distance of 29.78 feet; Thence South 46°36'56" East a distance of 278.73 feet; Thence South 46°34'20" East a distance of 306.45 feet; Thence North 42°40'08" East a distance of 928.66 feet; Thence North 46°47'39" West a distance of 302.82 feet; Thence along a curve to the left, having a radius of 278.96 feet, an arc of 443.62 feet, a chord bearing of North 88°13'23" East, and a chord distance of 398.33 feet; Thence North 43°00'00" East a distance of 321.45 feet; Thence along a curve to the right, having a radius of 730.90 feet, an arc of 106.72 feet, a chord bearing of North 47°10'59" East, and a chord distance of 106.63 feet; Thence North 51°21'57" East a distance of 92.21 feet; Thence along a curve to the left, having a radius of 730.90 feet, an arc of 82.39 feet, a chord bearing of

North 48°08'12" East, and a chord distance of 82.34 feet; Thence along a curve to the right, having a radius of 19.00 feet, an arc of 29.34 feet, a chord bearing of North 89°08'28" East, and a chord distance of 26.51 feet; Thence South 46°37'30" East a distance of 37.18 feet; Thence South 42°40'08" West a distance of 1.28 feet; Thence South 47°19'52" East a distance of 60.00 feet; Thence South 42°40'08 West a distance of 150.00 feet; Thence North 47°19'52" West a distance of 60.00 feet; Thence South 42°40'08" West a distance of 1748.73 feet; Thence North 46°34'20" West a distance of 377.36 feet; Thence North 46°36'56" West a distance of 278.70 feet; Thence North 46°34'01" West a distance of 28.90 feet; Thence North 46°33'57" West a distance of 477.40 feet; Thence North 46°24'13" West a distance of 69.88 feet to the Point of Beginning (P.O.B. #3).

And Target Loop Access Road (Private Road):

Commence at a point on the old Southeasterly right-of-way line of U.S. Highway 167 (Johnston St. – old 100' R/W) said point being located South 41°26'06" West a distance of 463.00 feet from the centerline of Ambassador Caffery Parkway which is Louisiana Highway 3073 (Old New Flanders Rd. 80' R/W) and located in Section 68, Township 10 South, Range 4 East, Southwestern Land District, Ward 5, Parish of Lafayette, Louisiana; thence South 41°15'45" West along the aforesaid Southeasterly right-of-way line of U.S. Highway 167 a distance of 561.21 feet; thence South 41°26'31" West along the aforesaid right-of-way line a distance of 1510.15 feet; thence South 38°24'57" West a distance of 227.99 feet; thence South 46°31'50" East a distance of 521.20 feet; thence South 41°32'06" West a distance of 123.87 feet to the Point of Beginning (P.O.B. #2).

Thence South 01°47'39" East a distance of 193.07 feet; Thence North 46°58'49" West a distance of 512.56 feet; Thence proceed along a curve to the right having a radius of 2851.45 feet; and arc distance of 51.05 feet, a chord bearing of North 31°21'45" East and a chord distance of 51.05 feet; Thence South 46°58'49" East a distance of 389.06 feet; Thence North 41°32'06" East a distance of 86.99 feet to the Point of Beginning (P.O.B. #2). Said described parcel is said to contain 28,302 square feet (0.65 acres).

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Defendant Acadiana Mall CMBS, LLC ("Defendant") for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental deed of trust or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, other constructions, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land and all component parts of any of the foregoing (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, prescriptions, advantages, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Defendant of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment" as such term is defined in Article 9 of the Uniform Commercial Code, now owned or hereafter acquired by Defendant, which is used at or in connection with the Improvements of the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Defendant and any and all additions, substitutions and replacements of any of the foregoing), together with

all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases, or other parties, except to the extent that Defendant shall have any right or interest therein;

(f) Fixtures. All Equipment component parts now owned, or the ownership of which is hereafter acquired, by Defendant which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individual or jointly with others, and, if owned jointly, to the extent of Defendant's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites,

fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacement, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Defendant shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contact rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Defendant and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Defendant in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (as amended from time to time, the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of any of the above;

(h) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Defendant of any petition for relief under

11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Defendant, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties, rents, delay rentals, shut-in payments, and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Defendant of any petition for relief under the Bankruptcy Code (collectively, the "Rents"), and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt;

(i) Condemnation Awards. Subject to the Loan Agreement, all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. Subject to the Loan Agreement, all proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property, subject to and in accordance with the Loan Documents and the Leases;

(k) Tax Certiorari. Subject to the rights of tenants under the leases, all refunds, rebates or credits in connection with any reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction;

(l) Rights. Subject to the Loan Agreement, the right, in the name and on behalf of Defendant, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(m) Agreements. Subject to the Loan Agreement, all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Defendant therein and thereunder, including, without limitation, the right, upon the happening of any Event of Default hereunder, to receive and collect any sums payable to Defendant thereunder;

(n) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Accounts. All (i) accounts receivable, (ii) credit card receivables and (iii) reserves, escrows and deposit accounts maintained by Defendant with respect to the

Property including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, the Cash Management Agreement, the Clearing Account Agreement or any other Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, check and other property held therein from time to time, and all proceeds, distributions and/or substitutions thereon and thereof;

(p) Uniform Commercial Code Property. All documents, instruments, chattel paper and intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and general intangibles relating to the Property;

(q) Proceeds. Subject to the Loan Agreement, all proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

(r) Other Rights. Any and all other rights of Defendant in and to the items set forth in Subsections (a) through (q) above.

After executing this Writ, you shall make a written return stating the manner in which you executed it.

YOU ARE FURTHER COMMANDED to appoint Spinoso Real Estate Group as keeper of the property to be seized in accordance with this Writ and to turn over custody and control of the seized property to the keeper, all in accordance with La. R.S. 9:5136 *et seq.*

Plaintiff 5725 Johnston Street Holdings, LLC shall release, hold harmless, and indemnify the United States of America, the United States Marshal, their agents, servants, and employees, and all others for whom they are responsible from any and all liability or responsibility for claims arising out of the care and custody of any property seized in this action.

By order of the Honorable Magistrate Judge Carol B. Whitehurst, United States District Court for the Western District of Louisiana, at Lafayette, Louisiana, the 31st day of January, 2018.

Dated: February 7, 2018


Christina Chicola

Christina Chicola, Deputy Clerk

TONY R. MOORE

Clerk of Court, United States District Court
for the Western District of Louisiana

